03/23/04	
CFDA No.	Client Mon-Client
	Multi-District
FLORIDA DEPARTA	MENT OF CHILDREN AND FAMILIES
STA	NDARD CONTRACT
THIS CONTRACT is entered into between the Fior department,* and Monroe County (Monroe Country)	ida Department of Children and Families, hereinafter referred to as the ty In Home Services)
	hereinafter referred to as the "provider."
I. THE PROVIDER AGREES:	hereinafter referred to as the "provider."
I. THE PROVIDER AGREES: A. Contract Document	hereinafter referred to as the "provider."

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(1), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74,

and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. That no federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation

shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in

Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.

D. Audits, Inspections, Investigations, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect

all income and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no

additional cost to the department. Records shall be retained for longer periods when the retention period exceeds the time frames required by law.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any

records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and

Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept. 6. To provide a financial and compliance audit to the department as specified in this contract and in Attachment II

and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

8. To include the aforementioned audit, inspections, investigations and record keeping requirements in all

subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28 , F.S., or other applicable Florida Law, paragraphs I.F.1, and 2, are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this

contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider

and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the

successors in interest of either the provider or the department.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required

by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

- 1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.
- 2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

- 1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.
 - 2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16.

This is binding upon providers that have fifteen (15) or more employees.

N. Independent Capacity of the Contractor

- 1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.
 - 2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees

as a result of performing the duties or obligations of this contract.

- 3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
- 4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.
- 5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

P. Publicity

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

Q. Final Invoice

To submit the final Invoice for payment to the department no more than ___45__ days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, and Royalties

- 1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
- 2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
- 3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.
- 4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

U. Construction or Renovation of Facilities Using State Funds

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Information Security Obligations

- 1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.
- 2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. To furnish Security Awareness Training to its staff.

4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

W. Accreditation

That the department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

X. Agency for Workforce Innovation and Workforce Florida

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

Y. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Z. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$83,599.00 subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

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Any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates			
This contract shall begin on	July 1, 2004	, or on the date on which the	contract has been signed by the last
party required to sign it, which	ever is later. It shall	end at midnight, local time	InMonroe County,
Florida, on June 30, 2005	 •		

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Monroe County (Monroe County In Home Services

1100 Simonton Street Key West, FL 33040 3. The name, address, and telephone number of the contract manager for the department for this contract is:

Theresa Phelan

Department of Children and Families

1111 12th Street, #308 Key West, FL 33040 305 / 292-6810

2. The name of the contact person and street address where financial and administrative records are maintained is:

Deloris Simpson Monroe County In Home Services 1100 Simonton Street Key West, FL 33040 4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Deloris Simpson Monroe County In Home Services 1100 Simonton Street Key West, FL 33040 305 / 292-4589

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, I, II and Exhibits A, B, C, D, E and F and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.F. above.

IN WITNESS THEREOF, the parties hereto have caused this <u>91</u> page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

Monroe County (Monroe County In Home Services)

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED		SIGNED	
3Y: ,	· · · · · · · · · · · · · · · · · · ·	BY:	
IAME:	Murray E. Nelson	NAME: Charles M. Hood III	
TTLE:	Mayor	TITLE: District Administrator	
DATE:		DATE:	
TATE A	GENCY 29 DIGIT FLAIR CODE:		
ederal E	EID # (or SSN): _59-6000749	Provider Fiscal Year Ending Date: 9/30	
	MONROE COUNTY ATTORNEY APPROVED AS TO POPUL	APPROVE AS 10 FORM AND LIFTED BY 7 CONTRACT # KG	051_

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

a. Contract Terms

Refer to the Glossary in CFOP 75-2, Contract Management System for Contractual Services, which is incorporated by reference herein

b. Program or Service Specific Terms

- (1) Activities of Daily Living Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one's own home.
- (2) Client Any person who is eligible and is at least eighteen (18) years through age fifty-nine (59), has one (1) or more permanent physical or mental limitations that restrict the client's ability to perform normal activities of daily living, and impede the client's capacity to live independently or with relatives or friends without the provision of community-based services.
- (3) The Community Care for Disabled Adults program (CCDA) A program based on a brokerage of community and in-home services for functionally challenged adults with disabilities.
- (4) Institutional Care Program (ICP) A state program that provides financial supplements to disabled adults and elderly who are determined eligible for a nursing home level of care.
- (5) Nursing Home Any facility which provides nursing services as defined in Chapter 464, Florida Statutes (F.S.), which is licensed in accordance with Chapter 400, F. S.
- (6) Outcomes Quantitative indicators that can be used by the department to objectively measure a provider's performance toward a stated goal.
- (7) Outputs Process measures of the quantity(ies) of services delivered, clients served, or similar units completed.
- (8) Performance Measures Quantitative indicators, outcomes and outputs, that can be used by the department to objectively measure a provider's performance.
- (9) CCDA Operating Procedure, CFOP 140-8 A publication developed by the department to better assist department staff and acquaint contract provider staff with the types of services the department purchases for its clients, and the scope of those services as established by policy. Hereafter, the publication is referred to as, "the CCDA Operating Procedure."

PSMAI No. GA07 Contract No. KG051

2. General Description

a. General Statement

- (1) The Community Care for Disabled Adults (CCDA) program is designed to assist disabled adults, age eighteen (18) through fifty-nine (59), in utilizing available community and personal resources enabling them to remain in their own homes, and preventing their premature or inappropriate institutionalization.
- (2) Service providers will ensure that appropriate community-based services are provided to clients in a manner designed to meet the client's changing needs, to assist the client in avoiding or reducing unnecessary dependence on the delivered service(s), and to increase the client's self-reliance.

b. Authority

Sections 410.601-606, and 20.19 F. S., Chapter 65C-2, Florida Administrative Code (F.A.C.), and the annual appropriations act, with any proviso language or instructions to the department, constitute the legal basis for services to be delivered through the CCDA program.

c. Scope of Service

Services will be targeted toward eligible adults, age eighteen (18) through fifty-nine (59), in Monroe County.

d. Major Program Goal

Community-based services provided under this contract are designed to prevent inappropriate institutionalization of disabled adults.

3. Clients to be Served

a. General Description

CCDA eligible adults with disabilities, age eighteen (18) through fifty-nine (59), who are no longer eligible to receive children's services, and are too young to qualify for community and home-based services for the elderly, may be served under the provisions of this contract.

b. Client Eligibility

- (1) Applicants must have one (1) or more permanent physical or mental limitations, that restrict the ability to perform normal activities of daily living, as determined through the initial functional assessment and medical documentation of disability. Determination of a permanent disability must be established and evidenced in one of the following manners:
 - (a) An applicant may present a check, award letter, or other proof showing receipt of Social Security Disability Income, or some other disability payment (e.g., Worker's Compensation); or
 - (b) An applicant may present a written statement from a licensed physician, licensed nurse practitioner, or mental health professional.

PSMAI No. GA07 Contract No. KG051 which meets the district's criteria for evidence of a disability. This written statement must, at a minimum, include the applicant's diagnosis. prognosis, a broad explanation of level of functioning, and the interpretation of need for services based on identified functional barriers caused by the applicant's disabling condition.

- (2) Applicants must have an individual income at or below the prevailing ICP eligibility standard in order to receive free CCDA services.
- (3) Applicants with incomes above the ICP standard will be assessed for a share of the costs, or may be required to provide volunteer services in lieu of payment.

c. Client Determination

- (1) Clients will be assessed for eligibility determination, and prioritized for services by the department or provider case management staff, in accordance with subsection 410.604 (2), F.S.
- (2) The department's program manager will make the final determination in the event of a dispute regarding client eligibility.

d. Contract Limits

- (1) The total annual cost estimated or actual, for an individual receiving CCDA services, shall not exceed the average, annual general revenue portion of a Medicaid nursing home bed within the district area.
- (2) Clients must not be receiving comparable services from any other entity. In order to prevent duplication of services, client files must contain documentation verifying that all comparable community services and funding sources have been explored and exhausted.
- (3) The provider shall deliver services only to those persons who meet program eligibility criteria, and only to the extent that funds are available.

B. Manner of Service Provision

1. Service Tasks

a. Task List

- (1) The following tasks will be performed under this contract:
- Case Management
- Homemaking
- Home Delivered Meals
- Personal Care
- (2) Details of services to be provided under this contract and the negotiated parameters of those services not found in the CCDA Operating Procedure, Exhibit A, may be listed here: N/A

10 04/05/04

b. Task Limits

The following are limits applicable to specific service(s) purchased through this contract, as specified above.

- (1) Each district CCDA program shall include case management services and at least one(1) other community service.
- (2) Respite Care services may be provided for up to two hundred forty (240) hours per client per calendar year, depending upon individual need. The service may be extended to three hundred sixty (360) hours, as recommended by the case manager and approved by an immediate supervisor. Documentation of approval must be evident in the case narrative section of the case manager's file.
- (3) Personal Care services will not substitute for the care usually provided by a registered nurse, licensed practical nurse, therapist, or home health aide. The personal care aide will not change sterile dressings, Irrigate body cavities, administer medications, or perform other activities prohibited by Chapter 59A-8, F.A.C.
- (4) Homemaker service time does not include time spent in transit to and from the client's place of residence except when providing shopping assistance, performing errands or other tasks on behalf of a client.
- (5) Several restrictions apply to persons providing Homemaker service activities. Persons providing services must not:
 - (a) engage in work that is not specified in the Homemaker assignment;
 - (b) accept gifts from clients:
 - (c) lend to or borrow money or personal possessions from clients;
 - (d) handle client money, unless authorized in writing by a supervisor or case manager (as evident in the personnel file) and unless bonded or insured by the employer; or
 - (e) transport clients, unless authorized in writing by a supervisor or case manager.
- (6) The parameters of service delivery, by type of service, are detailed in the CCDA Operating Procedure, Exhibit A.

2. Staffing Requirements

a. Staffing Levels

- (1) The provider will meet the minimum staffing requirements for each service, as specified in the CCDA Operating Procedure, Exhibit A.
- (2) The provider will notify the department, in writing, within thirty (30) days whenever the provider is unable, or expects to be unable to provide the required quality or quantity of service because of staff turnovers or shortages.

b. Professional Qualifications

The provider will ensure that staff meets the professional qualifications for each service, as specified in the CCDA Operating Procedure, Exhibit A.

c. Staffing Changes

The provider agrees to notify the department's contract manager within two (2) working days if a key administrative position (e.g., executive director) becomes vacant. Planned staffing changes that may affect service delivery, as stipulated in this contract, must be presented in writing to the contract manager for approval at least two (2) weeks prior to the implementation of the change.

d. Subcontractors

This contract allows the provider to subcontract for the provision of all services under this contract. All subcontracting is subject to the provisions of Section I.I. of the Standard Contract.

3. Service Location and Equipment

a. Service Delivery Location and Times

- (1) CCDA services may be delivered in the client's home or on-site at a facility, as negotiated by the department and the provider.
- (2) Facilities delivering on-site services to clients shall pass an annual inspection by the local environmental health and fire authorities.
- (3) Service providers will meet the minimum service location and time requirements as specified in the CCDA Operating Procedure, Exhibit A.
- (4) Services for this contract will be delivered at the following locations and times:

SERVICE	LOCATION	TIME(S)
Case Management	Client's Home	As Needed
Home Delivered Meals	Client's Home	As Needed
Homemaking	Client's Home	As Needed
Personal Care	Client's Home	As Needed

b. Changes in Location

The provider must notify the department of changes in the location of service delivery. Once the service delivery location is agreed upon, any proposed change must be presented in writing to the contract manager for approval, ten (10) days prior to implementation of that proposed change. In the event of an emergency, temporary changes in location may necessitate waiver of this designated standard by the district's program office. Such a waiver will take into consideration the continuity, safety, and welfare of the department's clients, and is at the department's sole discretion.

c. Equipment

(1) When equipment is applicable to service(s) provided through this contract the provider must submit an Equipment, Exhibit N/A, to the department. The equipment required to perform the contracted services must be negotiated by the department and

the provider. To ensure uniformity, safety, and quality of service to clients, any requests for equipment changes must be presented in writing to the contract manager for approval at least ten (10) days prior to any proposed change.

(2) The provider must inventory all equipment acquired under this contract annually. The inventory list must be made available within seven (7) days upon receipt of written request by the contract manager. The provider must list the items of equipment on the Equipment, Exhibit N/A, as applicable to the provider's contract for specific services.

4. Deliverables

a. Service Units

A service unit is an appropriate, distinct amount of given service, which may include, but is not limited to, an hour or quarter hour of direct service delivery; a meal; an episode of travel; or a twenty-four (24) hour period of Emergency Alert Response maintenance, as defined in the CCDA Operating Procedure, Exhlbit A. All service units, as well as their description, are listed in the CCDA Operating Procedure, Exhlbit A.

b. Records and Documentation

- (1) Case Management provider files shall contain the following:
 - (a) a completed client assessment (not more than one (1) year old);
 - (b) a care plan (not more than one (1) year old);
 - (c) a release of information form:
 - (d) a copy of an official data entry client information form;
 - (e) documentation of the client's age, disability, and income;
 - (f) a completed and scored Adult Services Screening for Consideration for Services Form; and
 - (g) a case narrative.
- (2) Providers shall maintain information on each client served by this contract, which includes the following:
 - (a) documentation of the client by name or unique identifier,
 - (b) current documentation of eligibility for services;
 - (c) dates of service provision and delivery:
 - (d) information documenting the client's need to receive services;
 - (e) the number of service units provided; and
 - (f) all other forms or records necessary for program operation and reporting, as set forth by the department.

- (3) Providers must ensure that all client records accurately match the invoices submitted for payment. Client records must cross reference to each invoice for payment.
- (4) Providers must maintain documentation necessary to facilitate monitoring and evaluation by the department.
- (5) The case management provider must maintain documentation in the client's file that all comparable community services and funding sources have been explored and exhausted before using CCDA funding.

c. Reports

Report Title	Reporting Frequency	Report Date Due	Number of copies due	DCF Office address to receive report
Quarterly Cumulative Summary Reports	Quarterly	10/30/04 02/15/05 04/30/05 08/15/05	One	Contract Manager
Performance Data Report	Monthly	10th of the month following the report period	One	Contract Manager
Active Client Log	Monthly	10 th of the month following the report period	One	Contract Manager
Wait List Log	Monthly	10 th of the month following the report period	One	Contract Manager
Client Cost Plans	Updated Monthly	10 th of the month following the report period	One	Contract Manager
Cost Report	Monthly	10 th of the month following the report period	One	Contract Manager

- (1) Reporting requirements for this contract include, Exhibit B, Quarterly Cumulative Summary Reports, if applicable. Districts will negotiate with the provider on specific submission requirement criteria for these reports.
- (2) Providers of case management services agree to submit Quarterly Cumulative Summary Reports, which include management program data (e.g., client identifiable data) to the department, according to negotiated instructions provided by the districts.
- (3) In the event of early termination of this contract, the provider will submit the final Quarterly Cumulative Summary Report within forty-five (45) days after the contract is terminated.
- (4) The provider agrees to submit a monthly Cost Report, Exhibit C, which details the number of units of service provided to each client during the report period.

(5) The provider agrees to submit all other reports indicated above in formats to be determined by the provider.

5. Performance Specifications

a. Performance Measures

100% of disabled adults served through this contract are receiving CCDA provided case management.

b. Description of Performance Measurement Terms

Approved CCDA Case Management Agency – The agency that the department has contracted for case management services for the individual clients being serviced through this contract.

c. Performance Evaluation Methodology

(1) Measuring Outcomes. The department will measure the outcomes found in paragraph B.5.a. above as follows:

The outcome measurement contained in paragraph B.5.a. (1) above will be measured by dividing the fiscal year-to-date number of clients receiving services from this contracted provider, receiving CCDA funded case management service(s), by the fiscal year-to-date number of all clients receiving services from this contracted provider.

(2) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six (6) months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the specified time frame, the department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

6. Provider Responsibilities

a. Provider Unique Activities

- (1) The provider will be required to use volunteers to the fullest extent feasible in the provision of services and program operations. The provider is required to train, supervise, and appropriately support all volunteers with insurance coverage.
- (2) The provider will refer all individuals requesting CCDA service(s) to and provide them with the telephone number of the nearest Adult Services unit within the district/region for each individual to make contact with a departmental counselor and complete a screening for consideration for service.
- (3) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)):

- (a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal, law.
- (b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
- (c) The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.
- (d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
- (e) The provider agrees to make PHI available in accordance with 45 CFR 164.524.
- (f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR 164.526.
- (g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.
- (h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.
- (i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as to make the return or destruction infeasible.
- (j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

b. Coordination with Other Providers/Entities

The case management provider must coordinate, as necessary, with the Developmental Disabilities Program Office of the Department of Children and Families, the Department of Education, the Department of Health, and the Florida Statewide Advocacy Council, to serve those clients who are eligible for services through two (2) or more service delivery continuums.

7. Departmental Responsibilities

a. Department Obligations

The department will provide CCDA technical assistance to the provider, relative to the negotiated terms and conditions of this contract and instructions for submission of required data.

b. Department Determinations

Should a dispute arise, the department will make the final determination as to whether the contract terms and conditions are being fulfilled according to the contract specifications.

c. Monitoring Requirements

The provider will be monitored in accordance with existing departmental procedures (CFOP 75-8).

- (1) By execution of this contract, the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, the department will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.
- (2) The Contract Performance Unit ("CPU") may elect to perform an on-site administrative and programmatic monitoring during the contract period. At a minimum, an annual desk monitoring will be performed which will be accomplished by a combination of the review(s) of reports or other documentation submitted by the provider, input from service recipients and others, and visits to the site of service delivery for programmatic review.
- (3) For on-site monitorings, a random discovery sample of open and closed files will be taken for review. This sample may be increased to a random statistical sample depending on the results of our review. The number of files reviewed will be contingent upon the population size of services rendered. To facilitate the sampling process, upon CPU request, the provider shall submit a universal events listing of all services provided under the contract prior to the monitoring visit.
- (4) A report outlining the department's findings during the on-site monitoring will be submitted to the provider within 30 days of concluding field work with an exit conference. The provider agrees to respond and submit a corrective action plan, if required, within 30 days of receiving the department's monitoring report.

C. Method of Payment

1. Payment Clause

- a. This is a Fixed Price contract. The department shall pay the provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed \$83,599.00, subject to the availability of funds.
- **b.** The department shall make payments to the provider for provision of services up to the maximum number of units of service at the rates shown below.

Service Units	Unit Price	Maximum # of Units
Case Management	\$47.73	228
Homemaking	\$27.11	1517
Home Delivered Meals	\$ 5.10	4000
Personal Care	\$51.11	219

- c. The provider's dollar match for this contract is \$9,288.78. Case management and transportation services may be exempt from match requirement at the discretion of each district.
- d. Cash or in kind resources may be used to meet this match requirement.

2. Invoice Requirements

The provider shall request payment through submission of a properly completed Invoice, Exhibit D, within 10 days following the end of the month for which payment is being requested. The provider shall submit to the contract manager an original Invoice, Exhibit D, and no copies, along with supporting documentation. Payment due under this contract will be withheld until the department has confirmed delivery of negotiated services.

3. Supporting Documentation

- a. It is expressly understood by the provider that any payment due under the terms and conditions of this contract may be withheld pending the receipt and approval by the department of all financial and program reports due as a part of this contract, and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the provider upon inspection by the department.
- **b.** The provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

D. Special Provisions

1. Fees

a. The provider will collect fees for services provided according to Rule 65C-2.007, F.A.C.

b. No fees shall be assessed other than those established by the department. Fees collected in compliance with the department directives will be reinvested in a manner prescribed by the department.

2. Florida Statewide Advocacy Council

The provider agrees to allow properly identified members of the Florida Statewide Advocacy Council access to the facility or agency and the right to communicate with any client being served, as well as staff or volunteers who serve them in accordance with subsections 402.165(8) (a) & (b), F.S. Members of the Florida Statewide Advocacy Council shall be free to examine all records pertaining to any case unless legal prohibition exists to prevent disclosure of those records.

3. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the provider. If automatic deduction is not possible, the provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The provider shall receive a credit of any Transaction Fee paid by the provider for the purchase of any Item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the provider's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the provider in default and recovering procurement costs from the provider in addition to all outstanding fees. PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

4. Transportation Disadvantaged

The provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.

5. Information Technology Resources.

All contract providers must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITRs) as part of this contract. These resources will revert to the Department at the conclusion of the contract. ITRs are data processing hardware, software, service, supplies, maintenance, training, personnel, and facilities. The provider agrees to secure prior written approval through the contract manager from the District Management Systems Director for the purchase of any ITR. The provider will not be reimbursed for any purchase made prior to this written approval.

6. Morals Clause

The provider understands that performance under this contract involves the expenditure of public funds from both the state and federal governments, and that the acceptance of such funds obligates the provider to perform its services in accordance with the very highest standards of ethical and moral

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conduct. Public funds may not be used for purposes of lobbying, or for political contributions, or for any expense related to such activities, pursuant to Section I R of the Standard Contract of this contract. The provider understands that the Department is a public agency which is mandated to conduct business in the sunshine, pursuant to Florida Law, and that all issues relating to the business of the Department and the provider are public record and subject to full disclosure. The provider understands that attempting to exercise undue influence on the Department and its employees to allow deviation or variance from the terms of this contract other than negotiated, publicly disclosed amendment, is prohibited by the State of Florida, pursuant to Section III C of the Standard Contract. The provider's conduct is subject to all state and federal laws governing the conduct of entities engaged in the business of providing services to government.

7. Employee Loans

Funds provided by the Department under this contract shall not be used by Not-For-Profit Corporations to make loans to their employees, officers, directors and/or subcontractors. Violation of this provision shall be considered a breach of contract, the termination of this contract shall be in accordance with the Standard Contract, Section III, Paragraph B, Subsection 3. A loan is defined as any advance of money for which the repayment period extends beyond the next scheduled pay period.

8. Emergency Plan

The provider shall be responsible for the care, maintenance and, if necessary, the relocation of clients during any natural disaster or period of civil unrest. The provider shall submit its emergency plan to the Department for approval at the time of submission of the agency's proposal and must be updated annually.

9. Incident Reporting

The Provider is required to document all reportable incidents, as defined in the District 11 Uniform Incident Reporting Protocol for Incident Reporting and Client Risk Prevention For Critical and Non-Critical Incidents, which is incorporated herein by reference.

For each critical incident occurring during the administration of its program, the Provider must, within 24 hours of the incident, complete and submit the District's approved Incident Report form (Exhibit E) to the respective department program incident report liaison. The incident report liaison for this contract is Al Papa, 401 NW 2nd Avenue, Suite N-1007, Miami, FL 33128. It is the Provider's responsibility to use the most current District 11 approved incident report for this purpose. A copy of the incident report must also be placed in a central file marked "Confidential Incident Report". Dissemination of the report within the department will be the responsibility of the department's program incident report liaison.

Incidents that threaten the health, safety or welfare of any person or that place any person in imminent danger must be reported immediately to the department by telephonic contact.

The information contained in the incident report is confidential. The dissemination, distribution or copying of the report is strictly prohibited, unless authorized by the Department.

10. Security Agreement Form

The provider agrees to submit to the Department Contract Manager an original signed Security Agreement Form (CF-114) (Exhibit F) for all required personnel no later than thirty (30) days following the execution of this contract or thirty (30) days from date of employment. All personnel who require access to departmental information must sign the Security Agreement Form prior to receiving access to the information.

CF OPERATING PROCEDURE NO. 140-8

STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES TALLAHASSEE, May 15, 2003

Adult Services

COMMUNITY CARE FOR DISABLED ADULTS

This operating procedure describes the Community Care for Disabled Adults Program administered by the department.

BY DIRECTION OF THE SECRETARY:

(Signed original copy on file)

CELESTE PUTNAM

Acting Assistant Secretary for Programs

SUMMARY OF REVISED, DELETED, OR ADDED MATERIAL

This operating procedure has been updated to reflect the current requirements for the Community Care for Disabled Adults program.

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This operating procedure supersedes HRSM 140-8 dated September 2, 1986 and HRSM 140-8A dated March 1, 1987.

OPR: PDAS

DISTRIBUTION: X: OSES; OSLS; ASGO; PDAS; DASGS(D1-15); District Adult Services staff.

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Chapter 1 INTRODUCTION TO THE COMMUNITY CARE FOR DISABLED ADULTS PROGRAM

1-1. Purpose.

- a. This operating procedure is the Department of Children and Family Services' program document for the Community Care for Disabled Adults (CCDA) program.
- b. The operating procedure provides district/region staff and contract providers with fiscal and programmatic requirements for implementation of the Community Care for Disabled Adults' policy, rule and statutory requirements.
- 1-2. <u>Legal Base</u>. The legal bases for the Community Care for Disabled Adults Program are Chapters 410.602-606 and 20.19(4)(b)2.d., F.S., and the annual appropriations act with any proviso or instructions to the department.
- 1-3. <u>Funding</u>. The Community Care for Disabled Adults program is currently funded by general revenue funds. These funds are allocated to the fifteen Adult Services district and region offices according to an allocation formula using the United States Department of Commerce's Census disability statistics for the State of Florida comparing disabled adults per district to the total number of disabled adults in the state. The Department of Children and Families must ensure that all available funding sources have been explored prior to using funds allocated to this program.
- 1-4. <u>History</u>. In 1984, the Community Care for Disabled adults program was established in statute to provide disabled adults, age 18 through 59, in-home services needed to help them remain in their own homes in the community and prevent institutionalization.

1.5. Services.

a.	The program is based on a brokerage of service approach for functionally challenged adults with
disabilities.	Services contracted through the Community Care for Disabled Adults Program include:

- Adult day care;
- (2) Adult day health care;
- (3) Chore, such as house or yard work that doesn't require specialized staff;
- (4) Case management, which is coordination of services among programs;
- (5) Emergency alert response to monitor a person's safety at home;
- (6) Escort services for someone to accompany the client to and from services;
- (7) Group activity therapy;
- (8) Home delivered meals;
- (9) Homemaker;
- (10) Interpreter to provide help for clients with communication impairments;
- (11) In-home nursing services;
- (12) Personal care;
- (13) Respite care;
- (14) Transportation;

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Exhibit A

- (15) Medical equipment; and,
- (16) Home health aide services.
- b. Transitional mental health counseling is also available to help disabled persons adjust to the onset of a disability and to cope with financial, legal and other personal problems.

1-6. The Community Care For Disabled Adults Client.

- a. The Community Care for Disabled Adults program provides a link to community resources which help disabled adults to remain as productive and comfortable as possible, while enabling them to remain in their own homes for as long as possible. The program provides options for disabled adults that would otherwise not be available to them.
- b. Many participants of the Community Care for Disabled Adults Program have disabilities which range from heart conditions and hypertension to arthritis and paralysis, to amputation and multiple sclerosis. Some were stricken with diseases like muscular dystrophy or polio. Whatever the cause, the victims of accidents, diseases or birth defects rely on family, friends and the kindness of others to help them maintain their independence in the community. For many, Community Care for Disabled Adults is the cornerstone of local care. It plays a vital role in providing adults with disabilities with long-term supports. It provides them with in-home services and empowers them to maintain their independence and remain in their own homes. Because the program is designed to serve totally and permanently disabled persons who are not eligible for assistance from other programs, it fills the gap in the service delivery continuum for adults with disabilities. It is the only statefunded community service program that provides in-home services to adults with circulatory disorders, cancer and multiple sclerosis.

Chapter 2

DEFINITIONS AND SCOPES OF APPROVED SERVICES

2-1. <u>Purpose</u>. The purpose of this chapter is to list and define the approved Community Care for Disabled Adults (CCDA) services and the minimum training and staffing standards for these services.

2-2. Adult Day Care (ADC).

- a. Service Definition and Unit of Measure.
- (1) Adult day care means a planned social program that provides a protective environment where supervision for the health, safety and well-being of adults who have functional impairments is provided.
- (2) A unit of service is one hour of actual client attendance at the day care center. The travel time to and from the center is not counted in the daily attendance.
- (3) Adult Day Care centers must be licensed by the Agency for Health Care Administration in accordance with Chapter 400, Part V, F.S., and services administered according with Chapter 58A-6, F.A.C., the Adult Day Care rule.
 - b. Minimum Service Standards.
- (1) To be licensed as an Adult Day Care Center, the following minimum basic services must be provided:
 - (a) A supervised, protective environment that promotes a non-institutional atmosphere;
- (b) A variety of therapeutic, social and health activities and services (such as exercise, health screening, health education, interpersonal communication and behavior modification) which help to restore, remediate, or maintain optimal client functioning and increase client interaction;

- (c) Leisure time activities designed to cultivate client self-expression, self-esteem and mental stimulation:
 - (d) Self-care training activities;
 - (e) Individualized rest periods or periods of relaxation or inactivity during the day;
 - (f) Nutritional services (meals/snacks); and,
- (g) In-facility respite care for a functionally impaired adult for the purpose of relieving the primary caregiver.
- (2) Adult day care centers, contracted with CCDA funds, offering the following OPTIONAL services must meet these service standards:
- (a) <u>Therapies</u>. These services must be administered by staff qualified to provide such services and within the criteria established by relevant Florida Statutes.
- 1. Occupational Therapy as an adjunct to treatment for persons with physical and mental limitations will be provided by or under the supervision of an individual who is registered by the American Occupational Therapy Association, or a graduate of a program of occupational therapy approved by the Council on Medical Education of the American Medical Association and engaged in the supplemental clinical experience required before registration by the American Occupational Therapy Association.
- 2. Physical Therapy will be provided by or under the supervision of an individual who is a graduate of a program of physical therapy approved by both the Council on Medical Education of the American Medical Association and the American Therapy association, or the equivalent and licensed by the State.
- 3. Speech Therapy will be provided by or under the supervision of an individual licensed under Chapter 468, Part I, F.S., who has certification of clinical competence from the American Speech and Hearing Association, and who has completed the equivalent educational requirements and work experience necessary for certification, or who has completed the academic program and is acquiring supervised work experience to qualify for the certificate.
- (b) <u>Transportation</u>. Transportation services consist of conveying participants from home to the adult day care center and return home. If the day care center does not provide transportation directly, arrangements must be made with available transportation providers. The client's physical limitation(s) must be considered when planning for transportation. Wheelchair clients may require an appropriately equipped vehicle. Provisions must be made to assist persons in getting on or off the vehicle, if needed.
- (c) <u>Nursing Service</u>. Nursing service by a licensed registered nurse or licensed practical nurse, currently licensed in Florida, includes, but is not limited to: screening procedures for chronic diseases (e.g., hypertension, or diabetes); observation, assessment, and monitoring of clients health needs and daily functioning levels; administration or supervision of medications or treatments; counseling for participant, family or caregiver in matters relating to health and prevention of illness; and referral to other community resources with follow-up of suspected physical, mental, or social problems requiring definitive resolution.

c. Minimum Staffing Standards.

- (1) <u>Nursing Staff</u>. A registered or licensed practical nurse, licensed by the State of Florida, must be on duty at the site during primary hours of program operation and available at other times.
- (a) When the position is filled by a licensed practical nurse, this person must work under the supervision of a Registered Nurse.

- (b) The registered or licensed practical nurse must be on duty at the site during the primary hours of program operation. If the nurse leaves the site, the administrator must be on the premises during the center's hours of operation.
- (2) <u>First Aid Certified Staff</u>. No less than 2 certified staff persons must be on duty at the site during primary hours of program operation.
- (a) These staff persons must be certified in an approved first aid course and Cardio-Pulmonary Resuscitation (CPR) training.
- (b) These staff persons must be capable of recognizing symptoms of distress in this client population and must be at the center at all times.
- (3) <u>Center Director</u>. The following major functions and duties, additional to those outlined in Chapter 58A-6, Florida Administrative Code, may be delegated to managerial staff but remain the responsibility of the Center Director:
 - (a) Recruits, screens and trains staff of facility;
 - (b) Plans and provides organized programs of pre-service and in-service training for

staff;

- (c) Interprets policies and procedures to staff and clients;
- (d) Ensures Integration and coordination between program and appropriate community resources;
- (e) Maintains close supervision of staff in the following areas of operation: secretarial and bookkeeping; housekeeping; maintenance; transportation; food services; consulting services; and direct services;
 - (f) Evaluates the performance of each staff member;
- (g) Assures accurate and timely completion of all records and reports, including those required for the Client Information System (CIS); and,
 - (h) Maintains program statistical data and records as required.

d. Minimum Training Standards.

- (1) Policy training topics must include; medical record keeping, Adult Day Health Care policies and procedures, and monitoring for change (such as medical, psychological and social, and physiological changes with age and chronic diseases).
- (2) Medical training topics must include; medical emergency procedures, rehabilitation therapies, and prescription drugs common to this population, as well as the interaction of those common drugs.

2-3. Adult Day Health Care (ADHC).

a. Service Definition and Unit of Measure.

- (1) Adult day health care means an organized day program of therapeutic, social and health activities and services provided to disabled adults for the purpose of restoring or maintaining optimal capacity for self care.
- (2) A unit of service is equal to one hour of actual client attendance at the adult day health care center, including travel to or from the center if the adult day care center is providing the transportation with CCDA funds.

- b. <u>Minimum Operating Standards</u>. Each center must provide services for a minimum of five hours per day, five days per week.
- c. <u>Minimum Service Standards</u>. To be licensed as an adult day health care center, in addition to the basic services specified for an adult day care center, the adult day health center must provide or coordinate:
- (1) <u>Medical Services</u>. Medical services can be provided by either the personal physician or advanced registered nurse practitioner of the client, a staff physician, or both, and must emphasize preventive treatment, rehabilitation, and continuity of care and also provide for maintenance of adequate medical records. An advanced registered nurse practitioner in accordance with protocols established in collaboration with the personal physician of the client or the site staff physician may supervise the health needs of clients.
- (2) <u>Medical Therapeutic/Rehabilitative Services</u>. Medical therapeutic/rehabilitative services appropriate to the needs of the client must be provided by a contractor or by on-site staff and progress notes kept current.
- (a) <u>Physical Therapy</u>. Progress notes must be written in the client's record and signed by the physical therapist as services are provided.
- (b) Occupational Therapy. Progress notes must be written in the client's record and signed by the occupational therapist as services are provided.
- (c) <u>Speech Therapy</u>. Progress notes must be written in the client's record and signed by the speech therapist as services are provided.
- (3) <u>Nursing</u>. Nursing services must be rendered by registered nurses (RN) or licensed practical nurses (LPN) who work under the supervision of a registered nurse. Such nurses must evaluate quarterly, at a minimum, the particular needs of each client and provide for their care and treatment. Care and treatment will include medication supervision, health education and counseling, nutritional advice, act as a liaison with the participant's personal physician and caregiver or family, coordinate provision of all other needed health services, and supervision of self-care services oriented toward activities of daily living and personal hygiene as provided by program aides in this service area. Narrative nursing notes must be entered in the client's medical record at least weekly indicating the individual's progress toward achieving health goals. More frequent notes are required if indicated by the client's condition.
- (4) <u>Social Work Services</u>. Social work services to assist with personal, family and other problems that interfere with the effectiveness of treatment must be provided to clients and their families. Social services include a compilation of a social history and psychosocial assessment of formal and Informal support systems, mental and emotional status, caregiver data, and information for planning for discharge. These services will be provided by the social work staff employed by the adult day care center and are not to be confused with the case management responsibilities of the CCDA case manager. [The CCDA case manager will complete the functional assessment of the client, will counsel in the development of a service plan, will arrange for services, and will provide ongoing monitoring of the client's situation to ensure that needed services are received].
- (5) Transportation Services. Transportation from the client's home to the center and back home again, must be a function of the program. If the center does not provide transportation directly, arrangements for day care participants needing transportation must be established. The cost of this transportation is included in the rate paid to the contracted provider of the adult day health care service. The client's physical limitation(s) must be considered when planning for transportation. Wheelchair clients may require an appropriately equipped vehicle. There must be an escort on a bus or van to assist persons in getting on and off the vehicle when needed.
- (6) Additional Medical Services. Dental, ophthalmology, optometry, hearing aid, and laboratory services will be offered.
- d. <u>Minimum Staffing Standards</u>. In addition to the minimum staffing required for an adult day care center, the adult day health care center will provide the following staff:
- (1) Nursing Staff. A registered nurse (RN) or licensed practical nurse (LPN) will be on site during the primary hours of program operation and on-call during all the hours the center is open. Arrangements will be

formalized for obtaining the services of an RN or LPN in anticipation of potential absences, planned and unplanned, of the regular nursing staff. All LPN's must be supervised in accordance with Chapter 464, F.S.

- (2) <u>Social Worker</u>. A social worker with a minimum of a Bachelor's degree in social work, sociology, psychology or nursing or a Bachelor's degree with at least 2 years of experience in a human service field. Services provided by program aides in this service area must be provided under the direct supervision of a social worker or of a case manager who meets or exceeds these standards (e.g., a Masters degree in a related field).
- (3) <u>Recreational Therapist</u>. An activity director or recreational therapist with a Bachelor's degree in a social or health service field or an Associate's degree in a related field plus 2 years of experience. All services provided by program aides must be provided under the direct supervision of the activity director or recreational therapist. The certified recreation therapist may be retained as a consultant.
- (4) <u>Center Operator/Director</u>. The Operator/Director will have a minimum of a Bachelor's degree in a health or social services or related field with one year of supervisory experience in a social or health service setting or hold an RN license with one year of supervisory experience or have five years of supervisory experience in a social or health service setting.

2-4. Case Management.

a. Service Definition and Unit of Measure.

- (1) Case management means a client centered series of activities which includes planning, arrangement for and coordination of appropriate community-based services for an eligible Community Care for Disabled Adult client and is an approved services, even when delivered in the absence of other services. It includes intake and referral, comprehensive assessment, development of a service plan, arrangement for service and monitoring of client's progress to assure the effective delivery of services and reassessment.
- (2) A unit of service is one hour of elapsed time involved in the above-described case management activities.

b. Minimum Position Qualifications.

- (1) Contracted case managers must possess a Bachelor's degree in social work, sociology, psychology, nursing, or related field. Other directly related job education or experience may be substituted for all or some of these basic requirements upon approval of the district/region Adult Services program office.
- (2) Departmental case managers must be qualified as described by departmental job specifications.

c. Minimum Training Standards.

- (1) Contracted and departmental case managers will receive pre-service training on the topics of training as set forth in paragraph 5-4 of this operating procedure, as well as on the following topics:
 - (a) Use of assessment instruments;
 - (b) Use of the Client Information System; and,
 - (c) Overview of DCF services for adults, (across all programs).
- (2) Contracted providers of case management are responsible for developing and conducting the above required in-service training in accordance with the scope of training as set forth in paragraph 5-4 of this operating procedure.

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Exhibit A

d. Recommended Staffing and Caseload Standards.

- (1) The average caseload should not exceed 55 cases per full-time CCDA case manager, unless approved by the district/region Adult Services Program office.
 - (2) A caseload consists of those clients determined eligible and receiving case management.

2-5. Chore Service.

a. Service Definition and Unit of Measure.

- (1) Chore service means the performance of house or yard tasks such as seasonal cleaning, yard work, lifting and moving furniture, appliances or heavy objects, essential errands, simple household repairs which do not require a permit or specialist, pest control, and household maintenance.
- (2) A unit of service is one hour of actual time spent in the performance of listed or related chore service tasks for one or more clients. If the service is to be provided to a couple, the unit of service will be assigned to either the eligible husband or wife, preferably the one who usually performs chore duties.

b. Minimum Service Standards.

- (1) Chore services should be of short duration performed for a client on a demand-response basis by a contracted provider.
- (2) Tasks to be accomplished will be determined by evaluating the health and well being of the client.
- (3) Some chore tasks, such as errands or yard work, may be scheduled at regular intervals, if needed.
- c. <u>Minimum Training Standards</u>. Pre-Service Training and In-Service Training will be conducted as set forth in paragraph 5-4 of this operating procedure.

2-6. Emergency Alert/Response Service (EAR).

a. Service Definition and Unit of Measure.

- (1) Emergency alert/response service means a community based electronic surveillance service that monitors the safety of an individual in his/her own home by means of an electronic communication link with a response center. Components of the system transmit a specially coded signal via electronic digital equipment, over existing telephone lines to a central station offering surveillance services 24 hours a day, seven days a week. Upon receipt of such signal, the central station will alert and dispatch police, fire department, ambulance, friends and/or neighbors directing emergency services to the home of the client.
- (2) A unit of service is one day (24 hours) of individual emergency response unit operation in a client's residence, regardless of actual emergency use by client. The units are counted by totaling the number of days the client receives services. Example: A client who has the unit in his/her home for the entire month of June has used 30 units (30 days in June of emergency alert/response service.)

b. Minimum Eligibility Standards.

- (1) It must be determined that the client is especially vulnerable to medical or other emergency situations which have a likelihood of developing, given the particular client's profile (mental, physical, social) and/or living situation.
- (2) It must be determined that emergency response service could prevent such situations from developing or escalating, or could save the client from a life threatening situation.